

ADDENDUM

This Addendum is entered into by and between the Office of the Indiana Attorney General ("the State") and Fidelity National Credit Services, Inc. ("Contractor").

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum is incorporated fully into and is an integral part of the Form Contract. Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: Fidelity National Credit Services, Inc.
8606 Allisonville Road, Suite 300
Indianapolis, IN 46250

Title of Form Contract: Experian Affiliate Client Information and Service Agreement

Attached Form Contract consists of 3 pages

Subject matter of Form Contract: Credit reporting / database use

By mutual agreement of the parties, the following terms and conditions are deleted from the Contractor's Form Contract:

- A. Any provision requiring the State of Indiana to provide insurance
- B. Any provision requiring the State of Indiana to provide indemnity (*i.e.*, Form Contract paragraph 11)
- C. Any provision providing the contract to be construed in accordance with laws other than those of the State of Indiana
- D. Any provision providing that suit be brought in any state other than Indiana
- E. Any provision providing for resolution of contract disputes
- F. Any provision requiring the State of Indiana to pay any taxes
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees (*i.e.*, Form Contract paragraph 2, last two sentences)
- H. Any provision modifying the statute of limitations provided by Indiana statute.
- I. Any provision giving the Form Contract precedence over this Addendum

The following terms and conditions are incorporated into and made a part of the Form Contract:

1. **Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such billing and cost records available at their respective offices at all reasonable times during the term of this Contract, and for three (3) years from the date of invoice for final payment under this Contract, for inspection by the State or its authorized designees. Copies of such records shall be furnished at no cost to the State if requested.

2. **Assignment.** The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent, except that: (1) the Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party; (2) the Contractor may assign this Contract to any entity that acquires all or substantially all of the Contractor's assets used in the performance of this Contract. The Contractor shall written notice (including evidence of such assignment) to the State thirty (30) days in advance of any such permitted assignment; and (3) the Contractor may obtain all or part of the data it provides to the State from Experian Marketing Solutions, Inc.
3. **Audits.** Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1 and audit guidelines specified by the State.
4. **Authority to Bind Contractor.** The signatories for the Contractor represents that each has been duly authorized to execute contracts on behalf of the Contractor and has obtained all necessary or applicable approvals from the home office of the Contractor to make this Contract fully binding upon the Contractor when his/her signature is affixed and neither the Form Contract nor this Addendum is subject to further home office acceptance once accepted by the State.
5. **Compliance with Laws.** The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of any rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
6. **Confidentiality of Information.** The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material, and information gathered, based upon or disclosed to the Contractor pursuant to this Contract will not be disclosed to others or discussed with other parties without the prior written consent of the State. The State shall comply with all confidentiality requirements imposed upon it pursuant to the Form Contract and the services provided thereunder.
7. **Conflict of Interest.**
 - A. As used in this section:
 - "Immediate family" means the spouse and the unemancipated children of an individual.
 - "Interested party," means:
 1. The individual executing this Contract;
 2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or

3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Department of Administration.

"Commission" means the State Ethics Commission.

B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.

C. The Department will not exercise its right of cancellation under section B, above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.

D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

8. **Debarment and Suspension.** Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal", for purposes of this Contract, means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

9. **Default by State.** If the State, thirty (30) days after written notice, fails to correct or cure any breach of this Contract, then Contractor may cancel and terminate this Contract and collect all monies due up to and including the date of termination.

10. **Disputes.** Should any disputes arise with respect to this Contract, Contractor and the State agree to act promptly to resolve such disputes.

The Contractor agrees that, the existence of a dispute notwithstanding, it will continue to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

The parties agree to make a good faith attempt to resolve such matters through submission of their dispute to the Commissioner of the Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

Nothing in this section shall be construed to limit either party from seeking further or additional remedies available to them at law or in equity.

11. **Drug-Free Workplace Certification.** The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor has been convicted of a criminal drug violation occurring in the Contractor's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, INDOT is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of this Contract as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- B. Establishing a drug-free awareness program to inform employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

- 12. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
- 13. **Funding Cancellation.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- 14. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

15. **Incorporation by Reference.** All attachments or exhibits to the Form Contract or to this Addendum are incorporated by reference.

16. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

17. **Licensing Standards.** The parties agree that Contractor and its employees and subcontractors will comply with all applicable licensing standards, certification standards, accrediting standards and any other laws or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to reimburse Contractor for any services performed when Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, or regulations. If licensure, certification or accreditation expires or is revoked, Contractor agrees to notify the State immediately thereof.

18. **Nondiscrimination.** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Contractor's execution of this Contract also signifies Contractor's compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

The Contractor understands that the State is a recipient of federal funds. Pursuant to that understanding, the Contractor and its subcontractor, if any, agree that if the Contractor employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Contractor will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of contract.

19. **Order of Precedence.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Addendum; (2) the Form Contract; (3) attachments prepared by the State; (4) attachments prepared by the Contractor.
20. **Payments.** All payment obligations shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures.
21. **Penalties/Interest/Attorney's Fees.** The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 *et seq.*, IC 34-54-8-5, and IC 34-13-1-6.

Notwithstanding the provisions contained in IC 5-17-5, the parties stipulate and agree that any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

22. **Qualification to do Business in Indiana.** If Contractor is other than an individual, Contractor certifies that it is duly registered and qualified with the Secretary of State to transact business in Indiana.
23. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provision of this Contract.
24. **Successors and Assignees.** The Contractor binds its successors, executors, administrators, and assignees to all covenants, terms and conditions of this Contract. Except as above set forth in paragraph 2, above, the Contractor shall not assign any interest in this Contract without the prior written consent of the State.
25. **Taxes.** The State is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.
26. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
27. **Work Standards.** The Contractor agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and Contractor shall grant such request.
28. **Drafter.** Neither party will be deemed the drafter of this Addendum, which will be deemed to have been jointly prepared by the parties. If this Addendum is construed,

whether by a court or by an arbitrator, such court or arbitrator will not construe this Addendum or any provision hereof against either of the parties as drafter.

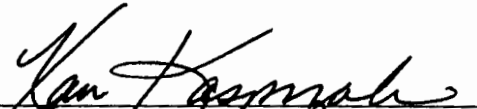
29. **Form Contract.** The parties understand and agree that, except as modified by this Addendum, the Form Contract as attached to this Addendum has full legal force and effect just as if it had been signed by the parties.
30. **Non-Collusion and Acceptance.** The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

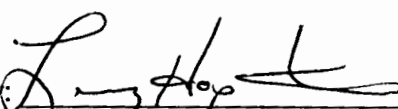
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In Witness Whereof, Contractor and the State have, through duly authorized representatives, entered into the Form Contract and this Addendum. The parties, having read and understand the foregoing terms of the Form Contract and this Addendum, do by their respective signatures dated below hereby agree to the terms thereof.

Fidelity National Credit Services, Inc.

Office of the Indiana Attorney General

By: 
Van Kasper, VP Sales & Mktg
Name and Title, Printed

By: 
Larry Hopkins C.E.O.
Name and Title, Printed

Date: 3-7-03

Date: 3-27-03

By: _____

Name and Title, Printed

Date: _____

Approved by:

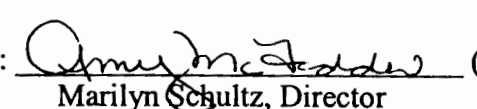
Indiana Department of Administration

By:  (for)
David Perlini, Commissioner

Date: 4/23/03

Approved by:

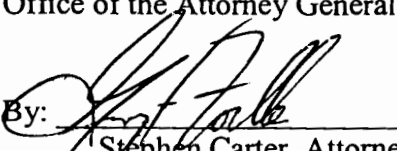
State Budget Agency

By:  (for)
Marilyn Schultz, Director

Date: 5-7-03

Approved as to form and legality

Office of the Attorney General

By:  (for)
Stephen Carter, Attorney General

Date: May 7, 2003

**FIDELITY**

A Division of Fidelity National Lender Solutions

918 Ulster Avenue, Kingston, New York 12401

5811 N. Post Road, Indianapolis, Indiana 46216

EXPERIAN AFFILIATE CLIENT INFORMATION AND SERVICE AGREEMENT

Complete Client Name: _____ Tax I.D. # (required): _____

☐ D/B/A (if applicable): _____Type of Ownership: (Indicate one) ☐ Publicly Traded Corporation ☐ Private Corporation ☐ Partnership ☐ Sole Proprietorship ☐ LLCNature of Business: ☐ Mortgage Broker ☐ Mortgage Banker ☐ Other: _____

How Long In Business? _____ yrs. _____ mos. Business License Number (per state requirements): _____ State Issued In: _____

Physical Street Address (no P.O. Box number please) _____

City: _____ State: _____ Zip: _____ How Long? _____ yrs. _____ mos.

Is the above address a residential address? ☐ Yes ☐ No If Yes, a Residential Physical Inspection is required.

Business Phone: () _____ Business Fax: () _____

E-Mail address: _____ Website address: http:// _____

Billing Address (if different than Physical Street Address): _____

City: _____ State: _____ Zip: _____

Billing Contact: _____ Business Phone: () _____

Parent Company Name (if Client is a subsidiary of another company): _____

Address: _____ Phone: () _____

City: _____ State: _____ Zip: _____

Please describe the specific purpose for which credit and related information will be used. This information is required to establish your Permissible Purpose(s) under the FCRA. _____

The following information is required if Client is a Private Corporation, Partnership, Sole Proprietorship or LLC:

Name of Principal Owner of Client: _____ Title or Position: _____

Social Security Number: _____ Year of Birth: _____

Residential Street Address: _____ Residential Phone: () _____

City: _____ State: _____ Zip: _____

Primary Bank Reference: _____ Contact: _____

Bank Address: _____

Phone: () _____ Account #: _____

The undersigned duly authorized representative of Client (and if applicable, its Principal Owner) hereby authorizes and gives consent for Fidelity National Credit Services or its assigns ("FNCS"), to obtain, from time to time, credit and other public record reports on Client, any "D/B/A" of Client and the Principal Owner of Client. Such reports are for the confidential use of FNCS to provide the information supplied by or for Client and in connection with any extension of credit to, or any review or collection of the account of, Client and the Principal Owner of Client.

Client has read and understands this Client Information and Service Contract, including the terms and conditions on the reverse hereof and in any addendum that references this agreement, as amended (the "Agreement"). Client certifies that all information provided to FNCS is true, accurate and complete.

When accepted by FNCS in its discretion, this Agreement establishes the agreement between the parties.

Accepted:

Client Signature: _____

FNCS Officer Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FNCS and Applicant agrees that all consumer credit information will be received through FNCS subject to the following conditions:

1. **FNCS SERVICES.** FNCS will furnish to Applicant involving the supply of consumer credit information, scoring services, or other data stored in FNCS'S consumer credit reporting database ("Services").
2. **CHARGES TO APPLICANT.** For each response (including "no record" responses) to a request for information, Applicant agrees to pay FNCS the applicable charge then prevailing for the various services rendered to Applicant. Such charges will be specified in FNCS'S published Price Schedule and are subject to change upon thirty (30) days notice to Applicant. Payment by Applicant shall be due ten (10) days following receipt of invoice. Past due amounts shall accrue interest at the rate of 1.5% per month. If collection efforts are required, Applicant shall pay all costs of collection including attorney's fees.
3. **DATA FURNISHER.** If the parties have indicated at the signature line below that Applicant will furnish data to FNCS, then Applicant agrees to make available to FNCS at mutually agreeable times, but not less often than monthly, and in a mutually agreeable format, its credit experience records, and updated thereof, pertaining to individuals with whom it has a credit relationship, including information on new credit accounts opened by Applicant ("Applicant's Records"). Applicant further agrees to notify FNCS of (1) consumer's notice to Applicant of a dispute regarding the completeness or accuracy of information provided to FNCS, (2) accounts voluntarily closed by consumer, and (3) report the month and year of the commencement of the delinquency of accounts reported as charged off or placed for collection. At FNCS'S request, and within a reasonable amount of time, Applicant will promptly verify the accuracy of Applicant's Records provided to FNCS and report the results of Applicant's reinvestigation to FNCS. Applicant shall bear the expense of preparing and delivering Applicant's Records to FNCS. FNCS will incorporate, at its expense, Applicant's Records into its credit reporting system. Information so incorporated will be FNCS'S exclusive property. *Please check one:* ☐ Applicant will not furnish data to FNCS. ☐ Applicant will furnish data to FNCS.
4. **APPLICANT USE.** Information will be requested only for Applicant's exclusive use. Applicant certifies that it will request and use consumer credit information received from FNCS solely in connection with credit transactions involving the consumer as to whom such credit information is sought, and for only those "permissible purposes" as defined by the Fair Credit Reporting Act, 15 USC 1681("FCRA"); Section 604S1681b. **PERMISSIBLE PURPOSES OF REPORTS.** All such information shall be maintained by Applicant in strict confidence and disclosed only to employees whose duties reasonably relate to the legitimate business purposes for which the information is requested, and Applicant will not disclose, sell or otherwise distribute to third parties any information received hereunder, except as otherwise required by law. Applicant will provide FNCS with appropriate identifying information about Applicant and the consumer inquired upon in the form specified by FNCS when requesting the Services, and will enter the appropriate Permissible Purpose code when requesting the Services to indicate the reason it is obtaining the Services. Applicant further agrees that it will comply with applicable federal, state and local laws, rules, and regulations relating to its use of the Services and to the provision to FNCS of Applicant's Records. Applicant may discuss information received from FNCS (excluding credit scores) with the consumer in the event Applicant declines or takes adverse action regarding the consumer. In the event of disclosure to the consumer by Applicant, FNCS shall be held harmless from any liability, damages, cost or expense including reasonable attorney fees resulting therefrom. Applicant further agrees that employees will be forbidden to attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties.
5. **REPORTS USED FOR EMPLOYMENT PURPOSES.** Applicant agrees to sign a "APPLICANT CERTIFICATION OF USE FOR EMPLOYMENT INSIGHT REPORTS" form before ordering credit information from FNCS for employment purposes. Applicant further agrees to comply with Section 604(b) of the FCRA each time a request for information or a credit report is made of FNCS for employment purposes.
6. **RECORD RETENTION.** To help to facilitate the investigation process if a consumer claims that Applicant inappropriately accessed their credit report, Applicant agrees that credit applications will be stored for a reasonable period of time. THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT STATES THAT A CREDITOR MUST PRESERVE ALL WRITTEN OR RECORDED INFORMATION CONNECTED WITH AN APPLICATION FOR 25 MONTHS.
7. **FNCS USE.** FNCS may use Applicant's Records for any purpose consistent with applicable federal, state and local laws, rules, and regulations; provided, however, that FNCS will use its best efforts not to release a list that specifically identifies individuals as Applicant's customers.
8. **TERM.** This Agreement shall continue in force without any fixed date of termination, but either FNCS or Applicant may terminate the Agreement upon thirty (30) days prior notice to the other. It is further agreed, that if the Applicant is delinquent in the payment of charges, or violates any of the terms of this Agreement, FNCS may, at its election, discontinue service and terminate this Agreement immediately by written notice to the Applicant.
9. **DISCLAIMER OF WARRANTY.** FNCS warrants to Applicant that FNCS will use its best efforts to deliver the Services promptly. Because the Services involve conveying information provided to FNCS by other sources, FNCS cannot and will not, for the fee charged for the Services, be an insurer or guarantor of the accuracy or reliability of the Services, data contained in its database, or data provided with the Services. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY FNCS HAS GIVEN APPLICANT WITH RESPECT TO THE SERVICES AND SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, FNCS MIGHT HAVE GIVE APPLICANT WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE AND WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
10. **LIMITATION OF LIABILITY.** Applicant acknowledges that FNCS maintains a database, updated on a periodic basis, from which Applicant solicits information, and that FNCS does not undertake a separate investigation for each inquiry or request for Services made by Applicant. Applicant also acknowledges that the prices FNCS charges Applicant for the Services are based upon FNCS'S expectation that the risk of any loss or injury that may be incurred by use of the Services will be borne by Applicant and not FNCS. Applicant therefore agrees that it is responsible for determining that the Services do not meet FNCS'S obligations under this Agreement. Applicant shall so notify FNCS in writing within ten days after receipt of the Services in question. Applicant's failure to so notify FNCS shall mean that Applicant accepts

the Services as is, and FNCS shall have no liability whatsoever for the Services. If Applicant so notifies FNCS within ten days after receipt of the Services, then, unless FNCS disputes Applicant's claim, FNCS shall, at its option, either reperform the Services in question or issue Applicant a credit for the amount Applicant paid to FNCS for the nonconforming Services. This reperformance or credit constitutes Applicant's sole remedy and FNCS's maximum liability for any breach of this Agreement by FNCS. If, notwithstanding the above, liability is imposed on FNCS, then Applicant agrees that FNCS's total liability for any or all of Applicant's losses or injuries from FNCS's acts or omissions under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the amount paid by Applicant to FNCS under this Agreement during the six month period preceding the alleged breach by FNCS of this Agreement. Applicant covenants that it will not sue FNCS for any amount greater than permitted by this Agreement. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER HEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES INCURRED BY THE OTHER PARTY (INCLUDING DAMAGES FOR LOST BUSINESS, LOST PROFITS OR DAMAGES TO BUSINESS REPUTATION), REGARDLESS OF HOW SUCH DAMAGES ARISE AND REGARDLESS OF WHETHER OR NOT A PARTY WAS ADVISED SUCH DAMAGES MIGHT ARISE.

11. **INDEMNIFICATION.** Applicant shall indemnify, defend and hold FNCS harmless from and against any and all claims and expenses, including reasonable attorney fees, which may be asserted against or incurred by FNCS, based upon the use by Applicant of the Services or other information furnished by FNCS for purposes not permitted by law.
12. **INTELLECTUAL PROPERTY.** Applicant acknowledges that FNCS has expended substantial time, effort and funds to create and deliver the Services and compile its consumer credit reporting database. The Services and the data in FNCS's consumer credit reporting database are and will continue to be FNCS's exclusive property. Nothing contained in this Agreement shall be deemed to convey to Applicant or to any other party any right, title or interest, including any patent, copyright or other proprietary right, in or to the Services or the data in FNCS's consumer credit reporting database. Applicant will not use or permit its employees, agents and subcontractors to use the trademarks, service marks, logos, names, or any other of FNCS's or its affiliates' proprietary designations, whether registered or unregistered, without FNCS's prior written consent.
13. **SUCCESSORS AND ASSIGNS.** This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole or in part by Applicant without FNCS's prior written consent.
14. **ACCESS SECURITY AND DATA ACCESS TERMINALS.** Applicant owns or leases remote terminal(s) or personal computers, in either case, a ("DAT") that enables it to receive information, and certifies that the DAT will be operated only by Applicant's employees who are trained by FNCS. At least one of Applicant's employees will be so trained prior to Applicant receiving consumer credit information and one trained operator will be available to operate the DAT during the terms of this Agreement. Applicant will (i) restrict access of each DAT to those employees trained by FNCS personnel on a DAT, (ii) inform all trained DAT operators and other employees of their FCRA and other obligations with respect to the access and use of consumer reports, (iii) ensure that neither trained operators nor other employees will obtain credit reports for personal reasons or provide them to any third party, and (iv) take all necessary measures to prevent unauthorized use of the terminals by any persons other than the trained operators for permissible purposes. Necessary measures include (a) limiting knowledge of the number(s) FNCS assigns, any telephone access number(s) FNCS provides, and any DAT user passwords used to train DAT operators, and those employees with a need to know, (b) changing the user passwords on the DAT at least every 90 days, or when an employee trained to operate the DAT is no longer responsible for accessing credit reports, or when Applicant suspects an unauthorized person has learned the password, and (c) using all security features in the software and hardware FNCS uses to access FNCS services. Applicant acknowledges that FNCS will immediately notify Experian if FNCS suspects or knows of unauthorized access to the Experian system. If a DAT is used to obtain credit information on individuals for employment purposes, those reports will be ordered pursuant to Experian's then current employment report request procedures. FNCS will inform trained DAT users and other employees with a need to know, that unauthorized access to consumer reports may subject them to civil and criminal liability under the FCRA punishable by fines and imprisonment. (FCRA SECTION 619 PROVIDES THAT "ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, UNITED STATES CODE, IMPRISONED FOR NOT MORE THAN TWO YEARS, OR BOTH.")
15. **AUDIT RIGHTS.** FNCS will have the right to audit Applicant's use of the Services to assure compliance with the terms of this Agreement. Applicant will be responsible for assuring full cooperation with FNCS in connection with such audits and will provide FNCS or obtain for FNCS access to such properties, records and personnel as FNCS may reasonably require for such purpose.
16. **EXCUSABLE DELAYS.** Neither party shall be liable for any delay or failure in its performance under this Agreement (other than for payment obligations hereunder) if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, software defects, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delay, fire, earthquakes, flood, epidemics, riots and strikes.
17. **SEVERABILITY.** This Agreement shall be deemed to be severable and, if any provision is determined to be void or unenforceable, then that provision will be deemed severed and the remainder of the Agreement will remain in effect.
18. **ACKNOWLEDGEMENTS.** Applicant has read and understands this Agreement and certifies that all information provided in this Agreement is accurate. Applicant further certifies that it will use the Services for no other purpose other than what is stated in the Permissible Purpose/Appropriate Use section and for the nature of Applicant's business as listed on this Agreement. Applicant acknowledges the responsibilities and obligations stipulated in the FCRA as a user of consumer credit information and the penalties for obtaining consumer information under false pretenses. Applicant understands that if Applicant's system is used improperly by company personnel, or if Applicant's assigned access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of Applicant's firm, that Applicant may be held responsible for financial losses, fees, or monetary charges that may be incurred and that access privilege may be terminated.

Agreed-to Fee Schedule (Indiana OAG)



Unclaimed Property Batch Project

Project Overview:

Goal: State Attorney General has the need to obtain a current address and telephone number for individuals and businesses for the purpose of returning unclaimed property.

Process: State Attorney General will provide two FTP inputs on a quarterly basis, one containing individual consumer social security numbers and the second containing Employer Identification Numbers (EIN), business name and last known address.

Consumers: Fidelity will append the most current address and telephone number (when available) for each input social security number. For any social security number for which there is no telephone number, a secondary telephone search will be completed through the electronic directory assistance database.

Businesses: Fidelity will append the most current address and telephone number (when available) for each input business name, address, city, state, zip code.

Process time: Three – five business days from receipt and verification of the input data/media. Letter generation schedule will be supplied separately.

Output: Output can be returned FTP or sent directly to the mailhouse vendor for letter generation and mailing. The letter will be supplied by State Attorney General.

Discounted Indiana State Batch Prices:

Social Security Search	\$1.10
Telephone Search (Non EDA)	.13
Electronic Directory Assistance (EDA)	.35
Business Search	.55
Letter Generation and Mailing	See Exhibit A

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Credit Reports/collection reports/social security searches/MetroNet reports will be made available to additional state departments on an as needed basis:

Social Security Search	\$1.10
Fraud Database Search	.10
Fraud Database Hit	2.00
Credit Report	1.55
Profile Summary	.25
Collection Report	1.20
Address Update	1.20
Internet Access	No Charge
Setup and Training	No Charge

EXHIBIT A

PRINTING:

DESCRIPTION: Letter
FLAT SIZE: 8-1/2" x 11"
FORM SIZE: 18" x 11" 2up continuous form
STOCK: 60# white offset
INKS: 2/1 - no bleeds
COVERAGE: Light
ADD'L PRESSWORK: Non-specified
ART: Disk supplied
PROOFS: 2-Bluelines
VERSIONS: 1

DESCRIPTION: Outside Envelope
ENVELOPE SIZE: #10
STYLE: Booklet
WINDOW SPECS: Not specified - quoted assuming standard size & location
STOCK: 24# white wove
INKS: 2/0 - face only
COVERAGE: Light
PRINT PROCESS: Flexo
ART: Disk supplied
PROOFS: 2-Bluelines
VERSIONS: 1

DP & IMAGING:

File conversion

Postal optimization for - *presort only*

Document imaging - Simplex personalize a 2up 18" x 11" continuous form

Digitize Signature or Logo (*if necessary*)

1

\$150.00 /Each

\$150.00

Letter program set up (*price subject to change upon receipt of actual data specifications and files*)

1

\$800.00 /Flat

\$800.00

-

\$95.00 /Hour

-

Text set up, per page (*based on our font library - custom fonts subject to additional charges*)

1

\$175.00 /Each

\$175.00

Revisions

\$85.00 /Each

-

ASSEMBLY:

Slit/Cut/Fold a 2up 18" x 11" continuous form to an individual sheet that is 8-1/2" x 11" and fold to a finished size that is 8-1/2" x 3-3/4". Insert into the Outside Envelope. Prepare for 100% mailing. The Outside Envelopes will have printed Indicia. The piece will be imaged with a serialized number to allow for regeneration of pieces that are spoiled during the manufacturing process.

TOTALS:

120,000

\$82.15 /M

\$9,858.00

Please sign and return to authorize FNIS to produce this program at the pricing indicated.

Name

Date